



Comptroller General
of the United States

Washington, D.C. 20548

152989
K. White
6271011

Decision

Matter of: R&F Disposal Services

File: B-258597

Date: November 9, 1994

DECISION

R&F Disposal Services protests cancellation of its contract for waste disposal at the Taft Federal Prison Project in Taft, California. The contract was awarded by the Federal Bureau of Prisons under Purchase Order No. 0264.

We dismiss the protest as untimely because it was filed more than 10 days after the protester knew, or should have known, of the basis for its protest.

In its protest, R&F explains that it received a telephone call from the contracting officer on August 5, 1994, canceling the contract awarded on March 16. In addition, R&F received by facsimile transmission on August 12 a document entitled "Amendment of Solicitation/Modification of Contract," which canceled the contract. Instead of filing a protest in response to these actions, the protester contacted a Congressional office and did not file a protest until September 20, 1994, 10 days after receiving an explanatory letter from the Bureau of Prisons.

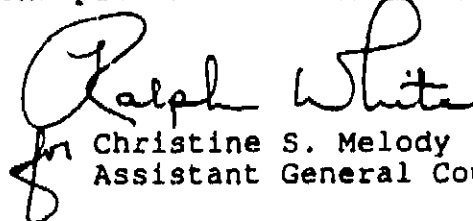
Our Bid Protest Regulations contain strict rules requiring timely submission of protests. Under these rules, protests not based upon alleged improprieties in a solicitation must be filed no later than 10 working days after the protester knew, or should have known, of the basis for protest, whichever is earlier. 4 C.F.R. § 21.2(a)(2) (1994). In this regard, a protester's receipt of oral information forming the basis of its protest is sufficient to start the 10-day time period running; written notification is not required. Swafford Indus., B-238055, Mar. 12, 1990, 90-1 CPD ¶ 268.

In a declaration filed with our Office in response to this protest, the contracting officer states that she explained to R&F during the August 5 telephone call that R&F's contract was being terminated because another company held an exclusive franchise for waste disposal in the applicable area. Accordingly, R&F should have filed a protest within 10 days of learning from the contracting officer that its

contract was to be canceled. R&F's filing more than 6 weeks after receiving notice does not constitute timely pursuit of its protest.

In response to the contracting officer's declaration, R&F does not dispute the agency's version of the content of the August 5 telephone call, but instead asks that if the protest is considered untimely, it should nonetheless be considered under the significant issue exception to our Bid Protest Regulations. 4 C.F.R. § 21.2(c). The significant issue exception is limited to untimely protests that raise issues of widespread interest to the procurement community which have not been considered on the merits by this Office in a previous decision. Herman Miller, Inc., B-237550, Nov. 7, 1989, 89-2 CPD ¶ 129. R&F's protest of the agency's cancellation of its contract in recognition of another company's exclusive franchise does not meet this standard.

The protest is dismissed.


for Christine S. Melody
Assistant General Counsel